

UNITED STATES DISTRICT COURT  
DISTRICT OF MINNESOTA

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Case No.: 23-cv-692

Tessa Anderson,

Plaintiff,

**COMPLAINT**

v.

Unum Life Insurance Company of America,

Defendant.

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The Plaintiff in the above entitled action, as and for her Complaint against the above-named Defendant, states and alleges as follows:

**NATURE OF ACTION, JURISDICTION, PARTIES AND VENUE**

1. The present action is a claim for critical illness benefits and arises under the Employee Retirement Income Security Act of 1974, 29 U.S.C. § 1001 *et seq.* (ERISA).
2. Plaintiff, Tessa Anderson, is an individual who, at all times relevant, resided in the City of Cottage Grove, County of Washington, State of Minnesota.
3. At all times relevant hereto, through her employment with the University of Minnesota Physicians, Plaintiff was a participant in group insurance Plan 953832 011 (Policy and/or Plan) issued by Unum Life Insurance Company of America (Unum).
4. As this action involves an employee benefit plan governed by ERISA, this Court has jurisdiction of this matter pursuant to 29 U.S.C. § 1132(e)(1).
5. Defendant Unum is the insurer and is liable for any benefits under the Policy. Defendant Unum is a corporation which conducts and transacts insurance business within

the State of Minnesota. Unum is not registered as a foreign corporation with the Minnesota Secretary of State's office and has no agent for service of process appointed in the State of Minnesota. Unum is licensed by the Minnesota Department of Commerce to conduct insurance business in the State of Minnesota. The current mailing address of Unum is:

Unum Life Insurance Company of America  
2211 Congress Street  
Portland, Maine 04122

6. The governing jurisdiction as provided in the plan is Minnesota.

**RECITATION OF FACTS**

7. At all times relevant hereto, Plaintiff was employed by the University of Minnesota Physicians.

8. Through her employment, Plaintiff was a participant in group Plan 953832 011.

9. Plan 953832 011 provided critical illness benefits for Plaintiff and her dependents.

10. Plaintiff timely applied for critical illness benefits as the result of her dependent being hospitalized.

11. Defendant denied the claim for critical illness benefits.

12. Plaintiff twice timely appealed this determination providing updated medical information.

13. Via letter dated January 27, 2022, Defendant advised that it was upholding the denial of the critical illness benefit claim.

14. Within that same letter, Plaintiff was informed that she had exhausted her administrative remedies under the Policies and the next step available was to file a legal action.

**CLAIM FOR RECOVERY OF BENEFITS AND ENFORCEMENT OF  
PLAINTIFF'S RIGHTS UNDER ERISA**

15. Plaintiff re-alleges and incorporates by reference every allegation set forth in the preceding Paragraphs.

16. Defendant has violated the clear and unambiguous terms of the applicable Plan, ERISA and applicable regulations in ignoring the facts of Plaintiff's case as a whole, by ignoring the opinions of the treatment providers in denying Plaintiff's claims for critical illness benefits.

17. As a proximate result of Defendant's violation of ERISA, applicable regulations and the terms of the Plan, Plaintiff has been harmed and deprived of benefits due under the terms of the Plan.

18. Plaintiff is entitled to legal and equitable relief as a result of Defendant's violations of ERISA, applicable regulations and the terms of the Plan, including, but not limited to payment of critical illness benefits wrongfully denied under the terms of the applicable Plan, together with appropriate interest; and, an order for all other appropriate relief including attorneys' fees and costs.

19. As the Plan was offered and issued in the State of Minnesota, the claim will be reviewed by the Court de novo based upon a preponderance of the evidence standard pursuant to the ban on discretionary clauses.

WHEREFORE, Plaintiff demands judgment against Defendant for an Order from the Court determining that Defendant's decision to deny critical illness benefits was in violation of the Plan and applicable law, and for the sum of critical illness benefits as provided in the Plan, together with interest, penalties, attorneys' fees, costs and disbursements in this action, as well as other equitable relief and penalties pursuant to ERISA and otherwise as provided by law.

Dated this 22<sup>nd</sup> day of March, 2023.

**BEEDEM LAW OFFICE**

*s/ Alesia R. Strand*

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